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12 *Attorneys for Plaintiffs*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 APRIL JOHNSON, an individual,
12 DUJUN JOHNSON, an individual, as guardians
13 of MJ and JJ, Minors,

14 Plaintiffs,

15 vs.

16 MICHAEL BANCO, an individual; CLARK
17 COUNTY SCHOOL DISTRICT, a Clark
18 County, Nevada governmental entity; CLARK
19 COUNTY SCHOOL DISTRICT
20 TRANSPORTATION DEPARTMENT, a
21 Clark County, Nevada governmental entity; the
22 Clark County School District Superintendent
23 PAT SKORKOWSKI, an individual; the Clark
24 County School District Assistant
25 Superintendent, KRISTINE MINNICH, an
26 individual; the Clark County School District
27 Thomas O'Rourke Elementary School
28 Principal, KODY BARTO, an individual; the
Clark County School District Transportation
Department, Operations Manager,
CHRISTOPHER JACKSON, an individual;
DOES 1-10 inclusive; and ROE Corporations,
11-20, inclusive,

Defendants.

CASE NO. 2:20-cv-01823-JCM-VCF

**PETITION FOR COMPROMISE OF
MINORS' CLAIMS**

COMES NOW, MJ (born September 9, 2011) and JJ (born February 15, 2010), unemancipated minors and real parties in interest in the above-entitled matter, by and through their natural parents and guardians, APRIL JOHNSON and DUJUN JOHNSON (hereinafter “Petitioners”), and their counsel of record, ANTHONY P. SGRO, ESQ. and ALANNA C. BONDY, ESQ. of the law firm SGRO & ROGER; and hereby petitions this Honorable Court for an Order approving settlement of MJ’s and JJ’s claims against Defendants CLARK COUNTY SCHOOL DISTRICT, MICHAEL BANCO, PAT SKORKOWSKY, KRISTINE MINNICH, KODY BARTO, and CHRISTOPHER JACKSON.

A. Statement of Facts

1. MJ is currently ten (10) years old, and her present address is 10447 Lyric Arbor Drive, Las Vegas, NV 89135. MJ resides with the Petitioners, who are her natural parents and guardians.

2. JJ is currently eleven (11) years old, and his present address is 10447 Lyric Arbor Drive, Las Vegas, NV 89135. JJ resides with the Petitioners, who are his natural parents and guardians.

3. Petitioners have physical custody and control of MJ and JJ.

4. The events giving rise to the instant litigation occurred in and around May of 2015, when MJ was three (3) years old and JJ was five (5) years old.

5. In May of 2015, both MJ and JJ attended Thomas O’Roarke Elementary School. Both children suffered from developmental delays which resulted in both MJ and JJ receiving Independent Education Program (IEP) services.

6. In May of 2015, both MJ and JJ were transported to and from school via a Clark County School District school bus that was equipped for children with special needs. At all times relevant hereto, Defendant Michael Banco (hereinafter “Banco”), who was employed by the Clark County School District, operated the school bus that transported MJ and JJ home from school.

7. On or about May 27, 2015, a different child that rode the same school bus route as MJ and JJ reported to her grandmother that Defendant Banco “put his pee pee in [her] mouth.” Las Vegas Metropolitan Police were contacted on the same day and an investigation commenced.

1 8. Defendant Clark County School District (hereinafter “CCSD”) produced
2 surveillance video footage from the interior of Banco’s bus that spanned the period from May 12,
3 2015 to May 27, 2015. MJ is depicted riding on the bus on May 12, 2015, May 13, 2015 and May
4 27, 2015. On each of those three (3) days, Banco was depicted on video repeatedly sexually
5 abusing MJ along the bus route.

6 9. JJ was physically present on the bus when MJ was sexually abused by Banco.

7 10. On May 27, 2015, Banco was arrested in connection with his sexual abuse of MJ
8 and other children. On April 12, 2018, Banco pled guilty in the Eighth Judicial District Court in
9 Clark County, Nevada, to one (1) count of sexual assault with a minor under sixteen (16) years
10 of age, and one (1) count of lewdness with a child under the age of fourteen (14).

11 11. MJ has been diagnosed with posttraumatic stress disorder and anxiety disorder.
12 Both children have seen numerous counselors and therapists to address the aftermath of Banco’s
13 sexual abuse.

14 12. MJ’s counsellors noted that MJ exhibited the following symptoms following the
15 abuse: bed wetting, nightmares, trouble sleeping, issues with using the bathroom, tantrums,
16 violent outbursts, lying, attention seeking behaviors, aggression towards siblings, difficulties
17 understanding appropriate boundaries, clinging to JJ, and lack of remorse.

18 13. MJ’s counsellors have suggested that MJ is likely to require therapy for the rest of
19 her life to address ongoing issues related to the sexual abuse and that MJ is likely to experience
20 increased symptoms and disruptions during and following certain triggering events throughout
21 her life, for example, puberty, new relationships, marriage, and childbirth.

22 **B. Procedural History**

23 14. On October 2, 2020, Plaintiffs April Johnson, Dujun Johnson, MJ, and JJ, filed a
24 Complaint in the United States District Court for the District of Nevada. The Complaint named
25 Michael Banco, Clark County School District, Clark County School District Transportation
26 Department, Pat Skorkowsky, Kristine Minnich, Kody Barto, and Christopher Jackson as
27 Defendants.
28

1 15. Plaintiffs Complaint alleges violations of 42 U.S.C. § 1983, 20 U.S.C. Chapter 33,
2 29 U.S.C. § 794, 20 U.S.C. § 1681, as well as causes of action for Lewdness with a child Under
3 14, Sexual Assault, First Degree Kidnapping, Negligence, Gross Negligence, Child Abuse,
4 Neglect, or Endangerment, Negligent Infliction of Emotional Distress, Assault, Battery, and False
5 Imprisonment.

6 16. Defendant Michael Banco (hereinafter “Banco”) did not make an appearance in
7 the case. However, prior counsel for the Plaintiffs received correspondence from Banco dated
8 November 3, 2020, wherein Banco informed prior counsel that he did not intend to “fight or
9 contest the case.”

10 17. The Clark County School District Transportation Department was voluntarily
11 dismissed as a Defendant from this action on December 11, 2020, as the Clark County School
12 District Transportation Department is not a separate legal entity from the Clark County School
13 District, such that an action could be maintained against the transportation department itself.

14 18. On December 3, 2020, Defendants Clark County School District, Pat Skorkowsky,
15 Kristine Minnich, Kody Barto, and Christopher Jackson (hereinafter the “CCSD Defendants”),
16 filed an Answer to Plaintiffs’ Complaint, disputing Plaintiffs’ claims.

17 19. Thereafter, thousands of pages of discovery were exchanged, both sides retained
18 experts, and a deposition schedule for approximately twenty (20) witnesses was created.

19 20. After the first deposition of one of Clark County School District’s employees was
20 completed, the parties agreed to file a stipulation and order to extend discovery deadlines in order
21 to attend non-binding mediation to attempt to resolve MJ’s and JJ’s claims against the
22 Defendants.¹

23 21. On November 11, 2021, the parties participated in a full-day mediation session at
24 Advanced Resolution Management in Las Vegas, Nevada. The Honorable Jennifer Togliatti
25 (retired), served as the mediator between the parties. After in engaging in a full-day of mediation,

26
27 ¹ Plaintiffs April Johnson’s and Dujun Johnson’s individual claims against the Defendants were
28 resolved and dismissed pursuant to a “Stipulation and Order to Dismiss with Prejudice the
Individual Claims of Plaintiff April Johnson and of Plaintiff Dujun Johnson as to All Defendants,”
which was filed in this matter on December 3, 2021.

1 the parties were only able to resolve JJ's claims. JJ's claims against the Defendants were resolved
2 for a sum of \$250,000.00.

3 22. Thereafter, the parties agreed to return for an additional mediation session with
4 the Honorable Jennifer Togliatti (retired) on December 6, 2021 to attempt to resolve MJ's claims.

5 23. On December 6, 2021, after another full day of mediation, the parties reached full
6 settlement of this matter by agreeing to settle MJ's claims against the Defendants for a total sum
7 of \$8,750,000.00.

8 24. On February 10, 2022, the Clark County School District Board of School Trustees
9 approved settlement of this matter at a public board meeting.

10 **C. Payment and Allocation of Settlement Funds**

11 25. MJ's settlement funds will be paid and allocated as follows:

12 a. An immediate cash payment of \$545,984.00 funded by the Clark County
13 School District to be disbursed as follows:

14 i. \$48,546.50 payable to Sgro & Roger, Attorneys at Law for payment
15 of the following:

16 1. \$2,562.50 for the payment of the medical liens attached hereto
17 as Exhibit "1".

18 2. \$45,984.00 for reimbursement of expert and other litigation
19 costs which were advanced by Sgro & Roger, Attorneys at
20 Law, and incurred by the Plaintiffs in support of the
21 prosecution of this case. A schedule of litigation costs and
22 supporting documentation is attached hereto as Exhibit "2".

23 ii. \$497,437.50 to be made payable to Sgro & Roger, Attorneys at Law,
24 In Trust for MJ, upon the Court's approval of this Petition, for the
25 establishment of a blocked trust account for the benefit of MJ.

26 b. A payment of \$4,704,016.00 funded by National Casualty Company for the
27 purposes of funding a structured settlement investment providing for
28 periodic payments payable to MJ as follows:

- 1 i. \$8,220.00 per month for the life of MJ, guaranteed 40 years,
2 beginning on September 9, 2029. The last guaranteed payment will
3 be made on August 9, 2069. The obligation to make these periodic
4 payments may be assigned to BHG Structured Settlements, Inc. and
5 funded by an annuity contract issued by Berkshire Hathaway Life
6 Insurance Company of Nebraska, rated A++XV by A.M. Best
7 Company, and AA+ by Standard and Poor's. The cost to provide these
8 periodic payments is \$2,352,008.00.
- 9 ii. Monthly payments over a distribution period of 40 years, beginning 8
10 years after the Growth Structured Settlement is funded. These
11 Periodic Payments will be calculated pursuant to a Growth Structured
12 Settlement Payee Agreement (GSS Payee Agreement) based on an
13 initial deposit of \$2,352,008.00. The obligation to make these periodic
14 payments may be assigned to Assigned Settlement Corp, (the "GSS
15 Assignee"). National Casualty Company, itself or through the GSS
16 Assignee will fund the liability to make the GSS Periodic Payments
17 through the purchase of mutual funds (the "Funding Assets") through
18 Vanguard Life Strategy Growth Fund (VASGX). The cost to provide
19 these periodic payments is \$2,352,008.00
- 20 c. A cash payment of \$3,500,000.00 to Plaintiffs' attorneys, Sgro & Roger,
21 Attorneys at Law, representing 40% of MJ's gross recovery, pursuant to a
22 contingency fee agreement with Plaintiffs. This payment shall be funded by
23 the Clark County School District in the amount of \$2,220,000.00, and by
24 National Casualty Company in the amount of \$1,280,000.00. Petitioners
25 expressly acknowledge that this fee represents a reasonable fee for the
26 services that three (3) different law firms provided in their collective
27 representation of the Plaintiffs in the instant litigation. The law firms are Sgro
28

1 & Roger, Attorneys at Law, Eller Law, LLC, and Rogers, Mastrangelo
2 Carvalho & Mitchell.

3 26. JJ's settlement funds will be paid and allocated as follows:

4 a. A payment \$150,000.00 funded by National Casualty Company for the
5 purposes of funding a structured settlement investment providing for periodic
6 payments payable to JJ as follows:

7 i. \$20,000.00 guaranteed lump sum payable on February 15, 2028;

8 ii. \$40,000.00 guaranteed lump sum payable on February 15, 2031;

9 iii. \$60,000.00 guaranteed lump sum payable on February 15, 2035;

10 iv. \$81,612.25 guaranteed lump sum payable on February 15, 2040.

11 The obligation to make these periodic payments may be assigned to Pacific
12 Life & Annuity Services, Inc. and funded by an annuity contract issued by
13 Pacific Life Insurance Company, rated A+XV by A.M. Best Company, and
14 AA- by Standard and Poor's. The cost to provide these periodic payments is
15 \$150,000.00.

16 b. A cash payment of \$100,000.00 to Plaintiffs' attorneys, Sgro & Roger,
17 Attorneys at Law, representing 40% of JJ's gross recovery, pursuant to a
18 contingency fee agreement with Plaintiffs. This payment shall be funded by
19 National Casualty Company. Petitioners expressly acknowledge that this fee
20 represents a reasonable fee for the services that three (3) different law firms
21 provided in their collective representation of the Plaintiffs in the instant
22 litigation. The law firms are Sgro & Roger, Attorneys at Law, Eller Law,
23 LLC, and Rogers, Mastrangelo Carvalho & Mitchell.

24 **D. The Proposed Settlement is in the Best Interest of MJ and JJ**

25
26 27. "District courts have a special duty, derived from Federal Rule of Civil Procedure
27 17(c), to safeguard the interests of litigants who are minors." *Robidoux v. Rosengren*, 638 F.3d 1177,
28 1181 (9th Cir. 2011). "In the context of proposed settlements in suits involving minor plaintiffs, this

1 special duty requires a district court to “conduct its own inquiry to determine whether the settlement
2 serves the best interests of the minor.”” *Id.* (quoting *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th
3 Cir.1978).

4 28. In *Robidoux*, the Ninth Circuit held that district courts should “limit the scope of their
5 review to the question whether the net amount distributed to each minor plaintiff in the settlement is
6 fair and reasonable, in light of the facts of the case, the minor's specific claim, and recovery in similar
7 cases” *Id.* at 1181-82. Further, the fairness of each minor plaintiff's net recovery should be evaluated
8 “without regard to the proportion of the total settlement value designated for adult co-plaintiffs or
9 plaintiffs' counsel—whose interests the district court has no special duty to safeguard” *Id.* at 1182
10 (citing *Dacanay*, 573 F.2d at 1078). “So long as the net recovery to each minor plaintiff is fair and
11 reasonable in light of their claims and average recovery in similar cases, the district court should
12 approve the settlement as proposed by the parties.” *Id.*

13 29. In the instant case, the net recovery to MJ and JJ is substantial. The injuries sustained
14 by MJ and JJ are related to repeated acts of sexual abuse committed by Defendant Banco upon MJ
15 when she was only three (3) years old while she was in the custody, care, and control of the Clark
16 County School District, specifically as a student passenger on a Clark County School District special-
17 needs school bus. MJ's injuries result from the fact that MJ was personally sexually abused by
18 Defendant Banco on a number of occasions. JJ's injuries result from the fact that JJ was present on
19 the bus when MJ was being sexually abused and that he was, at least in some manner, cognizant of
20 the fact that MJ was being abused by Defendant Banco.

21 30. MJ's and JJ's injuries are primarily mental and emotional in nature. Both children
22 have seen numerous counselors and therapists to address the aftermath of Banco's sexual abuse.
23 MJ's counsellors noted that MJ's symptoms following the abuse included: bed wetting,
24 nightmares, trouble sleeping, issues with using the bathroom, tantrums, violent outburst, lying,
25 attention seeking behaviors, aggression towards siblings, difficulties understanding appropriate
26 boundaries, clinging to JJ, and lack of remorse. MJ's counsellors have suggested that MJ is likely
27 to require therapy for the rest of her life to address ongoing issues related to the sexual abuse and
28 that MJ is likely to experience increased symptoms and disruptions during and following certain

1 triggering events throughout her life, for example, puberty, new relationships, marriage, and
2 childbirth.

3 31. Plaintiffs' counsel believes that the settlement is fair and reasonable to MJ and JJ.
4 Plaintiffs have indisputable video evidence that depicts Defendant Banco repeatedly sexually
5 abusing MJ throughout May of 2015 while she was being transported home from school on a Clark
6 County School District school bus. Plaintiffs' counsel also has evidence to establish that the CCSD
7 Defendants acted with deliberate indifference to MJ's and JJ's constitutional rights. However, the
8 CCSD Defendants have vigorously contested liability, and if this case were to go to trial, it is likely
9 that the CCSD Defendants and their expert witnesses would challenge both Clark County School
10 District's liability for MJ's and JJ's injuries and the nature and extent of the psychological and
11 emotional injuries sustained by MJ and JJ.
12

13
14 32. The Petitioners believe that the compromise offered is fair, reasonable, and in the
15 best interest of MJ and JJ.

16
17 33. The Petitioners and counsel for the Plaintiffs have made a diligent inquiry and
18 investigation regarding the facts of the described incidents, including liability for the incidents, as
19 well as the nature and extent of MJ's and JJ's injuries. Amongst the three (3) law firms that
20 represented Plaintiffs in this case, thousands of man hours have been dedicated to this case.

21 34. Petitioners have been advised and fully understand that if the compromise sought
22 herein is approved by the Court and is consummated, MJ and JJ will forever be barred and prevented
23 from seeking any future recovery or further compensation, even if MJ's and/or JJ's injuries become
24 more serious than they are now contemplated to be, or require more care than is now anticipated.
25

26 35. The Petitioners request that the Court approve the proposed compromise of MJ's and
27 JJ's claims as described herein, as Petitioners believe the acceptance of this compromise is in the
28 best interest of MJ and JJ.

1 36. Petitioners understand that that the sum of \$497,437.50 that is contemplated to be
2 placed in a blocked trust account for the benefit of MJ, may only be released upon application to
3 this Court either 1) upon verification that MJ has reached the age of eighteen (18) or 2) upon
4 further Order of this Court.

5 37. Sgro & Roger, Attorneys at Law will set up the aforementioned blocked trust
6 account and will file proof of the same with this Court within thirty (30) days after receiving the
7 proceeds of the compromise.
8

9 **WHEREFORE**, Petitioners pray for an Order:

10 a. Approving and authorizing the compromise of the above-described minors'
11 claims;

12 b. Directing Defendants to pay \$8,750,000.00 to settle MJ's claims and \$250,000.00
13 to settle JJ's claims, representing a gross settlement of \$9,000,000.00 on behalf of both minors;

14 c. Approving and directing the disbursement of the settlement funds as described in
15 Section C. of this Petition for Compromise of Minors' Claims;
16

17 d. Waiving the filing of a complete copy of MJ's and JJ's medical records;

18 e. Directing the sum of \$497,437.50 to be paid to Sgro & Roger, Attorneys at Law,
19 In Trust for MJ, without requiring the posting of a bond or surety in this or any other jurisdiction;
20

21 f. Directing Sgro & Roger, Attorneys at Law to establish a blocked financial trust
22 account for the benefit of MJ and to file proof with this Court of the same, within thirty (30) days
23 after receiving the proceeds of the compromise;
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1 g. For such other and further orders as the Court deems appropriate.

2 DATED this 10 day of February, 2022.

3 SGRO & ROGER

4
5 /s/

6 Anthony P. Sgro, Esq.
7 Nevada Bar No. 3811
8 Alanna Bondy, Esq.
9 Nevada Bar No. 14830
10 720 S. Seventh Street, 3rd Floor
11 Las Vegas, NV 89101
12 *Attorney for Plaintiffs*
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VERIFICATION OF PETITIONER

STATE OF NEVADA)

) ss:

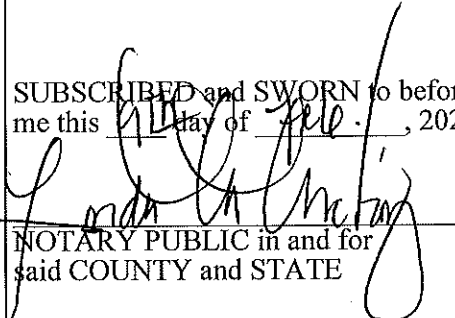
COUNTY OF CLARK)

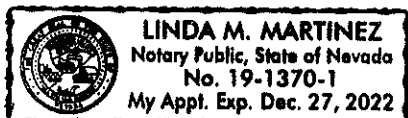
I, APRIL JOHNSON, declare under penalty of perjury under the laws of the United States that I am the Petitioner in the above entitled matter, I have read the foregoing Petition for Compromise of Minors' Claims and know the contents thereof; that the same is true of my own knowledge, except for those statements expressly made upon information and belief, and as to those facts, I believe them to be true.

Executed on this 9 date of February, 2022.


April Johnson, Petitioner

SUBSCRIBED and SWORN to before
me this 9 day of Feb, 2022.


NOTARY PUBLIC in and for
said COUNTY and STATE



VERIFICATION OF PETITIONER

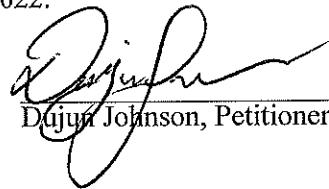
STATE OF NEVADA)

) ss:

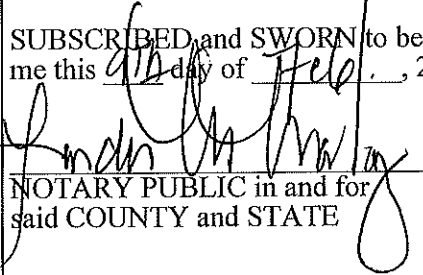
COUNTY OF CLARK)

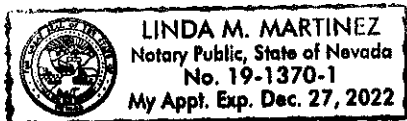
I, DUJUN JOHNSON, declare under penalty of perjury under the laws of the United States that I am the Petitioner in the above entitled matter, I have read the foregoing Petition for Compromise of Minors' Claims and know the contents thereof; that the same is true of my own knowledge, except for those statements expressly made upon information and belief, and as to those facts, I believe them to be true.

Executed on this 9 date of February, 2022.


Dujun Johnson, Petitioner

SUBSCRIBED and SWORN to before
me this 9th day of Feb, 2022.


NOTARY PUBLIC in and for
said COUNTY and STATE



1 **ANTHONY P. SGRO, ESQ.**

Nevada Bar No. 3811

2 **ALANNA BONDY, ESQ.**

Nevada Bar No. 14830

3 **SGRO & ROGER**

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Attorneys for Plaintiffs

8
9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11 APRIL JOHNSON, an individual,
12 DUJUN JOHNSON, an individual, as guardians
of MJ and JJ, Minors,

13 Plaintiffs,

14 vs.

15 MICHAEL BANCO, an individual; CLARK
16 COUNTY SCHOOL DISTRICT, a Clark
County, Nevada governmental entity; CLARK
17 COUNTY SCHOOL DISTRICT
TRANSPORTATION DEPARTMENT, a
18 Clark County, Nevada governmental entity; the
Clark County School District Superintendent
19 PAT SKORKOWSKI, an individual; the Clark
County School District Assistant
20 Superintendent, KRISTINE MINNICH, an
individual; the Clark County School District
21 Thomas O'Rourke Elementary School
Principal, KODY BARTO, an individual; the
22 Clark County School District Transportation
Department, Operations Manager,
23 CHRISTOPHER JACKSON, an individual;
DOES 1-10 inclusive; and ROE Corporations,
24 11-20, inclusive,

25 Defendants.
26

CASE NO. 2:20-cv-01823-JCM-VCF

**ORDER ON PETITION FOR
COMPROMISE OF MINORS'
CLAIMS**

1 Upon Plaintiffs' PETITION FOR COMPROMISE OF MINORS' CLAIMS, filed herein
2 by Petitioners, APRIL JOHNSON and DUJUN JOHNSON, natural parents and guardians, of
3 minor children MJ and JJ, and good cause appearing therefor:

4 **IT IS HEREBY ORDERED THAT:**

5 1. Plaintiffs' Petition for Compromise of Minors' Claims is hereby GRANTED.

6 2. Defendants shall pay \$8,750,000.00 to settle MJ's claims and \$250,000.00 to settle JJ's
7 claims, representing a gross settlement of \$9,000,000.00 on behalf of both minors.

8 3. MJ's settlement funds shall be paid and disbursed as follows:

9 a. An immediate cash payment of \$545,984.00 funded by the Clark County School
10 District to be disbursed as follows:

11 i. \$48,546.50 payable to Sgro & Roger, Attorneys at Law, consisting of
12 \$45,984.00 for reimbursement of expert and other litigation costs, and
13 \$2,562.50 for payment of MJ's and JJ's medical liens to Pikes Peak
14 Medical Funding.

15 ii. \$497,437.50 payable to Sgro & Roger, Attorneys at Law, In Trust for MJ
16 for the establishment of a blocked trust account for the benefit of MJ.

17 b. National Casualty Company shall pay \$4,704,016.00 for the purposes of funding
18 a structured settlement investment providing for periodic payments payable to MJ.

19 c. A cash payment of \$3,500,000.00 to Plaintiffs' attorneys, Sgro & Roger,
20 Attorneys at Law, representing 40% of MJ's gross recovery, pursuant to a
21 contingency fee agreement with Plaintiffs. This payment shall be funded by the
22 Clark County School District in the amount of \$2,220,000.00, and by National
23 Casualty Company in the amount of \$1,280,000.00.

24 4. JJ's settlement funds will be paid and allocated as follows:

25 a. National Casualty Company shall pay \$150,000.00 for the purposes of funding a
26 structured settlement investment providing for periodic payments payable to JJ.

27 b. A cash payment of \$100,000.00 to Plaintiffs' attorneys, Sgro & Roger, Attorneys
28 at Law, representing 40% of JJ's gross recovery, pursuant to a contingency fee

1 agreement with Plaintiffs. This payment shall be funded by National Casualty
2 Company.

3 5. Petitioners shall be relieved of the requirement to file a complete copy of MJ's and JJ's
4 medical records.

5 6. Authorization to establish the blocked trust account for the benefit of MJ is hereby given
6 to Sgro & Roger, Attorneys at Law or its representative.

7 7. The blocked trust account is to be opened at City National Bank located at 6085 W.
8 Twain Avenue, Las Vegas, Nevada.

9 8. Funds deposited in the blocked account shall not be liquidated or diminished prior to MJ
10 reaching eighteen (18) years of age, unless prior Court approval is obtained, upon a showing that
11 the withdrawal is in the best interest of MJ. A final accounting will be made prior to the release
12 of funds upon MJ's eighteenth birthday.

13 9. Sgro & Roger, Attorneys at Law shall cause proof to be filed with this Court that the
14 blocked trust account has been established within thirty (30) days after receiving the proceeds of
15 the compromise.

16 10. Petitioners are not required to post a bond or surety in this or any other jurisdiction.

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1 11. This Court shall retain jurisdiction to make any further orders that this Court may deem
2 necessary and appropriate with respect to this matter.

3 IT IS SO ORDERED.

4
5 Dated this _____ day of _____, 2022.

6
7 UNITED STATES DISTRICT JUDGE

8
9 Respectfully submitted by:

10 SGRO & ROGER

11 /s/

12 Anthony P. Sgro, Esq.
13 Nevada Bar No. 3811
Alanna Bondy, Esq.
14 Nevada Bar No. 14830
720 S. Seventh Street, 3rd Floor
Las Vegas, NV 89101
15 Attorney for Plaintiffs
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 11th day of February 2022, a true and correct copy of the attached document entitled: PETITION FOR COMPROMISE OF MINORS' CLAIMS was submitted electronically for filing and/or service with the CM/ECF Federal Filing System.

I further certify that I served a true and correct copy of the foregoing document as follows:

XX By electronic filing and/or service via the CM/ECF Federal Filing System

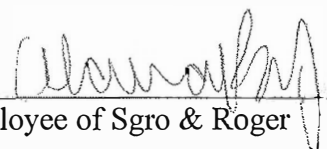
By placing a copy of the original in a sealed envelope, first-class postage fully prepaid thereon, and depositing the envelope in the U.S. mail at Las Vegas, Nevada (Bates documents on disk, by U.S. Mail only).

Pursuant to a filed Consent for Service by Facsimile in this matter, by sending the document by facsimile transmission.

Via hand-delivery to the addresses listed below.

By transmitting via email the document listed above to the email address set forth below on this date before 5:00 p.m.

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Johnson
v.
CCSD, et al.

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EXHIBIT	DOCUMENT
1	Medical Liens
2	Litigation Costs